

Continuation of SF 1449 Blocks 19-24 Schedule, in accordance with FAR subparagraph 12.303(b)

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0001	Stabilized Two Axis Rate Table, with Single Computer Controller, Delivery, Installation, Checkout, and Operator Training IAW the attached SOW And Purchase Description (PD) paragraphs 3.1, 3.2, 3.5 and 3.6	1	EA	\$	\$
0002	User Interface / Software Enhancements IAW the attached SOW And PD paragraph 3.4, User Interface /Software Enhancements	1	LO	\$	\$
0003	Sensor Payload Adapters IAW PD paragraph 3.3, Specific Payload Requirements	1	LO	\$	\$
0004	Data IAW Contract Data Requirements Lists, DD Forms 1423, Exhibits (A), attached hereto.	1	LO		NSP
Total Contract Amount					\$

SCHEDULE NOTES:

SPECIAL NOTICE - The Director, Defense Procurement has revised DFARS to require contractors to be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award effective 1 June 1998. Offerors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.dlsc.dla.mil>. For further details regarding the requirements of CCR, offerors are advised to review the requirements of DFAR 252.204-7004 contained herein.

List your Commercial and Government Entity (CAGE) Code and DUNS Number in Block 17a of Page 1.

It is requested that technical questions concerning this procurement be submitted, **in writing**, to arrive at NAVSURFWARCENDIV Crane not later than 2:00 PM EST on the seventh calendar day preceding the date shown in item 8 on page 1 addressed as follows:

Contracting Officer; Crane Division, Naval Surface Warfare Center; Attn: Ms. Kelly Sargent, Code 1165ZD, Bldg. 3291
300 Highway 361; Crane, IN 47522-5011. **This is also the physical address for submission of offers.**
Questions may be e-mailed to sargent_k@crane.navy.mil.

BLOCK 25: ACCOUNTING AND APPROPRIATION DATA IS AS FOLLOWS: TO BE FILLED IN AT AWARD.

BUSINESS HOURS

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

PURCHASE DESCRIPTION - Purchase Description for the Stabilized Two Axis Rate Table is an attachment hereto listed in Exhibits/Attachments Section.

Contract Clauses in accordance with FAR Subparagraph 12.303(c)

Title and Date

Contract Terms & Conditions--Commercial Items (May 2001)

FAR Paragraph No.

52.212-4

NOTE: The clause at FAR 52.212-4 has been tailored for this procurement. See Addendum 1.

ADDENDUM 1 - FAR 52.212-4 TAILORING:

Paragraph (a) (Inspection/Acceptance) is modified as follows:

(a) *Inspection/Acceptance.* The contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(3) (Added):

(a) Initial inspection of the supplies to be furnished hereunder shall be made by the cognizant DCMA QAR Representative at the contractor's or subcontractor's plant located _____ (to be filled in upon contract award) by the cognizant inspector. The place designated for such actions may not be changed without authorization of the Contracting Officer. Final inspection and acceptance shall be made at Destination. The Government shall accept/reject supplies to be provided hereunder within 30 days after receipt of supplies at NAVSURFWARCENDIV Crane Division, Code 805. Inspection shall be in accordance with purchase description for the Stabilized Two Axis Rate Table.

(b) Initial inspection shall consist of quality assurance at point of manufacture and/or assembly and check/test prior to shipment. Final inspection and acceptance will be made by the Receiving Activity after installation/check out/testing of the supplies.

Paragraph (g) (Invoices) is modified as follows:

Paragraph (9) is hereby added:

INVOICE/DD250 COPIES FOR CERTIFICATION PURPOSES. The contractor shall submit copies of proper invoices/DD250s to the following address for certification purposes.

NAVSURFWARCENDIV
VENDOR PAY, CODE 0561, BLDG. 2701
300 HIGHWAY 361
CRANE IN 47522-5000

A copy of invoices (DD250s) shall also be packaged with the supplies being delivered and marked for Mr. John Smith, the technical POC, Bldg 3291, for inspection/acceptance purposes.

NAVSURFWARCENDIV
Attn: Mr. John Smith, Bldg 3291, Code 805H
300 HIGHWAY 361
CRANE IN 47522-5000

Paragraph (o) (Warranty) is modified as follows:

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. A STANDARD COMMERCIAL WARRANTY is required. The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of _____ months. (Offeror is to insert number.)

Paragraph (s) is modified as follows:

The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.212-4 (s)) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (10) of the clause following "The specifications" in order of precedence. Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in its Proposal dated _____, in response to NSWC Crane Solicitation No. N00164-01-R-0107.

The following paragraph (t) is hereby added to the clause:

(t) *Past Performance.* The Government may evaluate the performance of the contractor awarded the contract resulting from this solicitation, in accordance with FAR 42.15. The following performance rating factors will be utilized:

- Quality
- Cost Control
- Timeliness of Performance
- Business Relations
- Customer Satisfaction

END OF ADDENDUM TO FAR 52.212-4

REQUIRED DELIVERY SCHEDULE

ITEM NO. CONTRACT	QUANTITY	WITHIN DAYS		
		AFTER	DATE	OF
0001	As specified in SOW and PD	180 days from effective date of contract		
0002-0003 or date		180 days from effective date of contract		
0004	See CDRLS	funding is added, whichever is later As specified in CDRLS		

<u>Title and Date</u>	<u>FAR Paragraph No.</u>
Gratuities (Apr 1984)	52.203-3
Defense Priority And Allocation Requirements (Sep 1990)	52.211-15
Restrictions On Certain Foreign Purchases (Feb 2000)	52.225-13
Availability Of Funds (Apr 1984)	52.232-18
Stop Work Order (Aug 1989)	52.242-15
Changes - Fixed Price (Aug 1987)	52.243-1
<u>Title and Date</u>	<u>DFAR Paragraph No.</u>
Required Central Contractor Registration (Mar 2000)	252.204-7004

CLAUSES IN FULL TEXT

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (MAY 2001) (FAR 52.212-5)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755);
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- _X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- ___ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
 - ___ (ii) Alternate I to 52.219-5.
 - ___ (iii) Alternate II to 52.219-5.
- ___ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- ___ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- ___ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ___ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - ___ (ii) Alternate I of 52.219-23.
- ___ (9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- _X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- _X (12) 52.222-26, Equal Opportunity (E.O. 11246).
- _X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- _X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- _X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ___ (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).
- ___ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
 - ___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (18) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).
- ___ (19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
 - ___ (ii) Alternate I of 52.225-3.
 - ___ (iii) Alternate II of 52.225-3.
- ___ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- _X (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ___ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- _X (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).
- ___ (25) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (31 U.S.C. 3332).
- ___ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

- ____ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ____ (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- ____ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

- ____ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

[Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-00006)]

- ____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

- ____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

- ____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

- ____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

(End of Clause)

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000) (252.212.7001)

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- ____ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- ____ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
- ____ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)

(15 U.S.C. 637).

<input checked="" type="checkbox"/>	252.225-7001	Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
<input type="checkbox"/>	252.225-7007	Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
<input checked="" type="checkbox"/>	252.225-7012	Preference for Certain Domestic Commodities.
<input type="checkbox"/>	252.225-7014	Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
<input type="checkbox"/>	252.225-7015	Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
<input type="checkbox"/>	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (<input type="checkbox"/> Alternate I) (Section 8064 of Pub. L. 106-259).
<input type="checkbox"/>	252.225-7021	Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
<input type="checkbox"/>	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
<input type="checkbox"/>	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
<input type="checkbox"/>	252.225-7029	Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
<input type="checkbox"/>	252.225-7036	Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (<input type="checkbox"/> Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
<input checked="" type="checkbox"/>	252.227-7015	Technical Data--Commercial Items (10 U.S.C. 2320).
<input checked="" type="checkbox"/>	252.227-7037	Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
<input checked="" type="checkbox"/>	252.243-7002	Requests for Equitable Adjustment (10 U.S.C. 2410).
<input type="checkbox"/>	252.247-7023	Transportation of Supplies by Sea (<input type="checkbox"/> Alternate I) (<input type="checkbox"/> Alternate II) (10 U.S.C. 2631).
<input type="checkbox"/>	252.247-7024	Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).
252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).
252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631). (End of clause)

The following clause is added:

252.227-7014 Rights in Non-Commercial Computer Software and Noncommercial Computer Software Documentation

NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE; SEP 1990

Any contract awarded as a result of this solicitation will be DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

DELIVERY LANGUAGE FOR F.O.B. DESTINATION (5704)

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34). The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office. Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price. All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

PLACE OF DELIVERY (5707)

The material to be furnished hereunder shall be delivered F.o.b. destination with all transportation charges paid by the supplier to the following address:

Mr. John Smith / Mr. Don Bex
Contract Number N00164-01-C-_____

BUILDING 3291,
NSWC Crane, IN 47522

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 AM and 2:00 PM EST. The receiving facility for this material is closed on Saturdays and Sundays.

PURCHASING OFFICE REPRESENTATIVE: COMMANDER
ATTN: Ms. Kelly Sargent, CODE 1165ZD, BLDG 3291
NAVAL SURFACE WARFARE CENTER
CRANE DIVISION
CRANE IN 47522-5011
Telephone No. 812-854- 3862

EXHIBITS/ATTACHMENTS SECTION IN ACCORDANCE WITH FAR 12.303(d)

Exhibit "A" - Contract Data Requirements List (CDRL):

<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
CDRL A001 (Calibration Certificate)	17 July 2001	1
CDRL A002 (Operator's Manual)	17 July 2001	1
CDRL A003 (Software User's Manual)	17 July 2001	1
CDRL A004 (Software End Item)	17 July 2001	1
<u>EXHIBIT "B"</u>		
Statement of Work for the Stabilized Two Axis Rate Table	24 July 2001	2
<u>EXHIBIT "C"</u>		
Purchase Description for Stabilized Two Axis Rate Table	24 July 2001	7
Appendix A	24 July 2001	6

Provisions Section in accordance w/ FAR 12.303(e)

PROVISIONS

<u>Title and Date</u>	<u>FAR Paragraph No.</u>
INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2000) Note: paragraph (h), Multiple Awards, is hereby deleted.	52.212-1
INVITATION TO PROPOSE FINANCING TERMS (OCT 1995)	52.232-31

NOTE: The provision at 52.212-1 has been tailored (See Addendum 1).

FAR 52.212-1 ADDENDUM 1 TAILORING

Paragraph (a) SIC Code and small business size standard is modified as follows:

The North American Industry Classification System (NAICS) code for this acquisition is 333314. The small business size standard is 500. This information is reflected in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

Paragraph (b)(4) Technical description is modified as follows:

ALTERNATE PROPOSALS (Added)

Offers may submit more than one proposal, each of which must satisfy the mandatory requirements of the solicitation, including any Benchmark Tests, in order to be considered. As a minimum, one of the proposals submitted must be complete. The alternate proposal(s) may be in an abbreviated form following the same section format, but providing only those sections which differ in any way from those contained in the original proposal. Each proposal will include cost tables indicating the complete range of pricing options. In the case of price/cost options for a given configuration, an alternate proposal will not be required. If alternate proposals are submitted, such alternatives will be clearly labeled and identified on the cover page of each separate document. The reason for each alternate and its comparative benefits shall be explained. Each proposal submitted will be evaluated on its own merits.

PROPOSAL REQUIREMENTS (Added)

(a) The technical proposal and the cost/price proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information, except for salary information provided on resumes.

(b) The offeror shall submit the following information:

(1) 2 completed signed solicitation packages, with all representations and certifications executed, and with cost/prices annotated as specified in the Schedule on page 2.

(2) 6 copies of the technical proposal. The contractor shall submit the minimum information necessary to satisfy the requirements below.

(3) 2 copies of the cost/price proposal including separate pricing for CLINS 0001 - 0003

(c) **Technical Proposal.** Each technical proposal shall enable Government evaluating personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet the requirements of the government. To this end, each technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the specifications or attest that "standard procedures will be employed," are inadequate to demonstrate how it is proposed to comply with the requirements of the specifications, and this clause. As a minimum, the technical proposal must clearly provide the following:

The technical factor will address the capability of the item offered to meet the Government requirement IAW the SOW and Purchase Description.

A. The offeror shall provide a brief analysis / description of the custom design approach utilized in the proposal, maintenance approach, and Calibration Requirements.

B. The offeror shall provide a detailed description of how the proposal will meet each requirement specified in the Purchase Description. If the offeror takes exception to any requirements, a detailed analysis of the total effects on system performance shall be included. A non-conformance matrix containing the requirement/deficiency and effect is preferred.

C. The proposal shall clearly identify the Operator/user interface (software) and the interaction of the operator and equipment to perform all tests included in the Purchase Description.

D. Offeror shall address Ability to Meet the Delivery Schedule specified in the solicitation. The offeror shall provide a detailed schedule showing how it will meet the delivery schedule specified in the solicitation, including design schedule, fabrication, installation and training schedule.

E. Exceptions. Offerors are not encouraged to take exceptions to this solicitation, however, any exceptions taken to the specifications, terms and conditions of this solicitation shall be explained in detail and set forth in a cover letter as well as in this section of the Cost Proposal. Offerors are to detail the particular section, clause paragraph and page to which they are taking exception. **ANY EXCEPTION TO THE GOVERNMENT'S TECHNICAL REQUIREMENTS/SPECIFICATIONS MUST BE INCLUDED IN THE TECHNICAL PROPOSAL AND A COVER LETTER TO THE TECHNICAL PROPOSAL.**

Paragraph (b) (10) is modified as follows:

PAST PERFORMANCE

During the source selection process, the Government will assess the offeror's past performance in the evaluation for contract award. Accordingly, each offeror is required to submit a list of **up to five** of its most recent contracts **within the past three years**, either completed or on-going, for the same or similar products. It is preferred that these contracts be with U.S.

government customers, but contracts with other commercial concerns are also acceptable. Offerors are authorized to provide information relative to any problems encountered on the identified contracts and any corrective actions taken by the offeror. If insufficient information regarding the offeror's corporate history is available, the offeror is encouraged to submit for evaluation evidence of relevant past performance on the part of the offeror's key/principal employees, as either a prime- or sub-contractor.

EVALUATION--COMMERCIAL ITEMS (JAN 1999) (FAR 52.212-2) (Tailored)

NOTE: The provision at 52.212-2 has been tailored (See Addendum 1).

FAR 52.212-2 ADDENDUM 1 TAILORING

Paragraph (a) is modified as follows: The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The best value determination may result in the Government being willing to pay a premium for higher technical capability. A tradeoff process will be utilized as it may be in the best interest of the Government to consider award to other than the lowest priced offeror or other than the highest technically rated offeror. The Government reserves the right to award to other than the lowest priced offer as set forth elsewhere in the solicitation. In addition, the Government may accept other than the lowest priced offer if doing so would result in greater value to the Government in terms of technical performance, quality, reliability, life cycle cost, or lower overall program risk. Technical excellence, in terms of exceeding the agency's minimum requirements, will result in a higher technical rating.

The Source Selection Authority (SSA)/Contracting Officer will evaluate the offeror's past performance based upon the information furnished by the offeror and/or other information obtained by the Contracting Officer. The Contracting Officer is not responsible for locating or securing any information not furnished with the offer. The SSA/Contracting Officer may, however, utilize all available information, including information not provided by the offeror, in the past performance evaluation. The Government reserves the right to review less than all information submitted, and to only analyze sufficient information to make a reasonable determination of each offeror's past performance rating. Offerors who do not have same or similar past performance information reasonably available to the Contracting Officer will not be rated either favorable or unfavorable.

The following factors shall be used to evaluate offers:

Technical and Past Performance, when combined, are more important than price. Factor I, Technical, is more important than Factor II, Past Performance. As the degree of equality of all evaluation factors other than price increases, the importance of price will increase.

Factor I. TECHNICAL The subfactors within the technical factor, listed in descending order of importance are: A. Design / Maintenance Approach / Calibration Requirements; B. Performance IAW the Purchase Description; C. Automation/Operator Interface; and D. Ability to Meet Delivery Schedule.

Factor II PAST PERFORMANCE The past performance factor shall address Successful Completion of Similar Contracts and

Customer Satisfaction. The subfactors within the past performance factor, listed in descending order of importance are: A. Successful Completion of Similar Contracts; and B. Customer Satisfaction. Offeror shall provide evidence of their ability to meet requirements for similar systems provided under other contracts as described below. The offeror shall demonstrate past performance through completion of the "Contractor Performance Data Sheet" included in the solicitation. Offeror shall describe any previous requests for relief from requirements on any similar systems including impacts made on system performance, cost, and schedule.

Factor III. PRICE. Price will not be rated, but will be considered in determining the "best value" to the Government. As the degree of equality of all evaluation factors other than price increases, the importance of price will increase.

CLIN 0001 - Offeror shall provide a price on page 2 of the solicitation, as specified, for 1 Each of the Stabilized Two Axis Rate Table. Price for 1 each shall include all equipment costs, engineering costs, set-up costs, Software, and Controller/Computer identified in Purchase Description paragraphs 3.1, 3.2, 3.5, and 3.6. Price for 1 Each shall include pricing for Statement of Work Items 3.2, Installation/Check-out, 3.3, Operator/Maintainer Training, 4.1, Calibration Certificate, 4.2, Operator's Manuals, 4.3, Software Users Manuals, 4.4 Computer Software End Product, and 4.5 Maintenance Manuals as specified in the SOW. The offeror shall identify, as separate information in the price proposal section of the proposal, separate pricing of all identifiable components making up the offeror's overall price of the SOTS II System.

CLIN 0002 – Offeror shall provide a price on page 2 of solicitation, as specified, for 1 Lot of User Interface/Software Enhancements as identified in the Purchase Description paragraph 3.4.

CLIN 0003 –Sensor Payload Adapters – Offeror shall provide a separate price to add the for the Sensor Payload Adapters IAW PD paragraph 3.3.

CLIN 0004 – Not Separately Priced. The price of all data deliverables shall be included in the overall price of 1 Each Stabilized Two Axis Rate Table.

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-3 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (MAY 2001) – ALTERNATE I (OCT 2000)

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) *Taxpayer Identification Number (TIN).*

- TIN:_____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of the Federal Government;

(4) *Type of organization.*

* Sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt);

* Corporate entity (tax-exempt);

* Government entity (Federal, State, or local);

* Foreign government;

* International organization per 26 CFR 1.6049-4;

* Other _____.

(5) *Common parent.*

* **Offeror is not owned or controlled by a common parent:**

* **Name and TIN of common parent:**

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it * is, * is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it * is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it * is, * is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
 (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either-

(A) It * is, * is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It *has, * has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(d) Representations required to implement provisions of Executive Order 11246 --

(1) *Previous contracts and compliance.* The offeror represents that --

(i) It * has, * has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It * has, * has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It * has developed and has on file, * has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It * has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act - Balance of Payments Program Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled "Buy American Act - Balance of Payments Program--Supplies") and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- North American Free Trade Agreement Israeli Trade Act -- Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement Israeli Trade Act -- Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

NAFTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, Alternate I (Feb 2000).* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)

(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

Canadian End Products

Line Item No.: _____

[List as necessary]

(3) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, Alternate II (Feb 2000).* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

The text in red is stayed, per FAC 97-24

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals * are, * are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) * Have, * have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(3) * Are, * are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses; and

(i) The offeror, aside from the offenses enumerated in paragraphs (1), (2), and (3) of this paragraph (h), *has *has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information requested by the Contracting Officer.

(i) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [] are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(j) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of Provision)

Alternate I (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(10) to the basic provision:

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(9) of this provision.) [*The offeror shall check the category in which its ownership falls*]:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DFAR 252.212-7000) (NOV 1995)

(a) *Definitions.*

As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certifications.*

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) *Representation.*

The offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999) (DFARS 252.225-7000)

(a) *Definitions.* "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) *Certifications.*

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

(End of provision)

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000) (FAR 52.223-13)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

* (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

* (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

- * (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- * (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- * (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of Provision)

CONTRACTOR PERFORMANCE DATA (OCT 1995)

The offeror shall demonstrate past performance through completion of the "Contractor Performance Data Sheet". The Contractor Performance Data Sheet shall be completed in its entirety. Data other than that requested on the Contractor Performance Data Sheet will not be considered. Additionally, offerors are urged to submit brief and concise responses, within the confines of the space allotted. *Failure to submit the completed Contractor Performance Data Sheet (along with the proposal) shall be considered certification (by signature on the proposal) that the contractor has no past performance for like or similar items for the Government to evaluate.*

CONTRACTOR PERFORMANCE DATA SHEET

NOTE: THE INFORMATION PROVIDED MAY BE USED TO EVALUATE THE OFFEROR'S PAST PERFORMANCE IN MEETING COSTS/PRICE, TECHNICAL, AND DELIVERY OBJECTIVES. POINTS OF CONTACT PROVIDED, MAY BE CONTACTED TO CONFIRM INFORMATION PROVIDED AND TO GATHER INFORMATION ON TECHNICAL PERFORMANCE, QUALITY, LIFE CYCLE COST AND/OR RELIABILITY. THE RESULTS MAY BE USED IN THE OVERALL COMPARATIVE EVALUATION OF THE OFFEROR (S) IN ACCORDANCE WITH SECTION M OF THE REQUEST FOR PROPOSAL.

List Performance Data on your five most recently completed Federal Government contracts (not to exceed three years since completion) for like or similar items under this RFP. (If you do not have five Federal Government contracts, then list state, local, or commercial contracts, in that order, to complete this report)

Contractor Name:	RFP #:
Address:	POC: (Person who can verify data)
	Telephone:
Division:	FAX:

CONTRACT INFORMATION

Contract Number:	Date Completed:
Contract Type: Fixed Price	Cost Reimbursement Other (Specify)
Item Description:	
Contract Quantity/Length of Service:	
Customer Name:	Customer POC: (Person who can verify data)
Address:	Telephone:
	FAX:

QUALITY

NOTE: An explanation must accompany all answers with an asterisk(*).

Was consideration or a monetary withhold for non-conforming supplies/services or late deliveries assessed against this contract?
YES* ____ NO ____ (Explanation)

Was/is any part of this contract terminated for default and/or litigation?
YES* ____ NO ____ (Explanation)

Was any warranty work completed on delivered items?
YES* ____ NO ____ (Explanation)

Did you receive any quality awards in the past three years?

YES* _____ NO _____ (List Awards)

TIMELINESS

Were all items (including products, services, reports, etc.) delivered within the original contract schedule?

YES _____ NO * _____ (Explanation)

COST FOR COST TYPE CONTRACTS:

Was the original contract estimated cost met?

YES _____ NO* _____ (Explanation)

If the estimated cost was not met, what was the positive/negative percentage of change?

+ _____ -

OTHER PERTINENT INFORMATION

Describe any corrective action(s) initiated to solve any of the above-described problems/deficiencies on this contract. Discuss the success of the corrective action(s) taken.

Statement of Work For Stabilized Two Axis Rate Table

1.0 Scope. NSWCrane is in need of a two-axis rate table to allow performance testing of multi-axis stabilized sensor systems. These sensor systems include various optical, laser and infrared sensors. These sensor systems are used on a variety of Airborne and Surface Ship Platforms. The rate table will be used to simulate normal operational vibration and movement while evaluating the corresponding stabilization performance of the sensor.

2.0 Applicable Documents.

2.1 Specifications and Standards.

2.1.1. Purchase Description for the Stabilized Two Axis Rate Table, 17 Jul 01

3.0 Requirements. The contractor shall provide all labor, material, equipment and facilities to develop, deliver, install, set-up and checkout the rate table that meets the requirements of this statement of work.

3.1 The contractor shall provide a stabilized two axis rate table in accordance with the Purchase Description for Stabilized Two Axis Rate Table dated 17 Jul 01. Delivery shall be within 180 days after contract award.

3.2 Installation/Check-out

3.2.1 The contractor shall unpack, assemble and install the rate table at NSWCrane, Building 3291.

3.2.2 The contractor shall verify operational performance of the system for all requirements of this SOW.

3.3 Operator/Maintainer Training.

3.3.1 The contractor shall provide a minimum of 1 day of hands-on instruction to NSWCrane test system operators.

3.3.2 The training shall be conducted at NSWCrane utilizing the Crane rate table system.

3.3.3 The training shall include detailed instructions on topics including system calibration, system operation, software, system maintenance and system troubleshooting at a minimum.

4.0 Data

4.1 Certification/Verification Sheets. The contractor shall furnish certifications for all calibrations/verifications performed on individual components of the system and on the system as a whole. Verifications shall also be provided that the system meets the Line of Sight Stabilization and Vibration Requirements. These shall be provided IAW Purchase Description Paragraphs 3.1.2 and 3.1.3 and IAW Contract Data Requirement List (CDRL) A001.

4.2 Operator's Manuals. The contractor shall furnish 3 sets of operator's manuals for the system. Manuals shall include system operation, preventive maintenance and troubleshooting information. These shall be provided IAW Purchase Description Para. 3.6.2 and IAW CDRL A002.

4.3 Software User's Manual. The contractor shall provide 3 sets of software user's manuals for the system. These shall be provided IAW Purchase Description Para. 3.4.9 and IAW CDRL A003.

4.4 Computer Software End Product. The contractor shall provide media copies of all software and configuration data files on CD-ROM. These shall be provided IAW Purchase Description Para. 3.4.10 and IAW CDRL A004.

Purchase Description For Stabilized Two Axis Rate Table

1.0 Scope. NSWCC Crane is in need of a two-axis rate table to allow performance testing of multi-axis stabilized sensor systems. These sensor systems include various optical, laser and infrared sensors. These sensor systems are used on a variety of Airborne and Surface Ship Platforms. The rate table will be used to simulate normal operational vibration and movement while evaluating the corresponding stabilization performance of the sensor.

2.0 Applicable Documents.

2.1 Specifications and Standards

MIL-STD-810F Environmental Engineering Considerations and Laboratory Tests

MIL-STD-167/1 Mechanical Vibrations of Shipboard Equipment

2.2. Drawings.

Applicable drawings are included in Appendix A

3.0 Requirements. The contractor shall provide all labor, material, equipment and facilities to develop, deliver, install, set-up and checkout the rate table that meets the requirements of this statement of work.

3.1 Rate Table Characteristics.

3.1.1 The Rate Table shall consist of a minimum of two independent axes. The minimum performance characteristics are listed in Table 1 and a typical pictorial representation is shown in Figure 1. The rate table shall allow the sensors to be oriented in a normal (payload mounted above the inner axis) or in an inverted position (payload mounted below the inner axis which is rotated 180°).

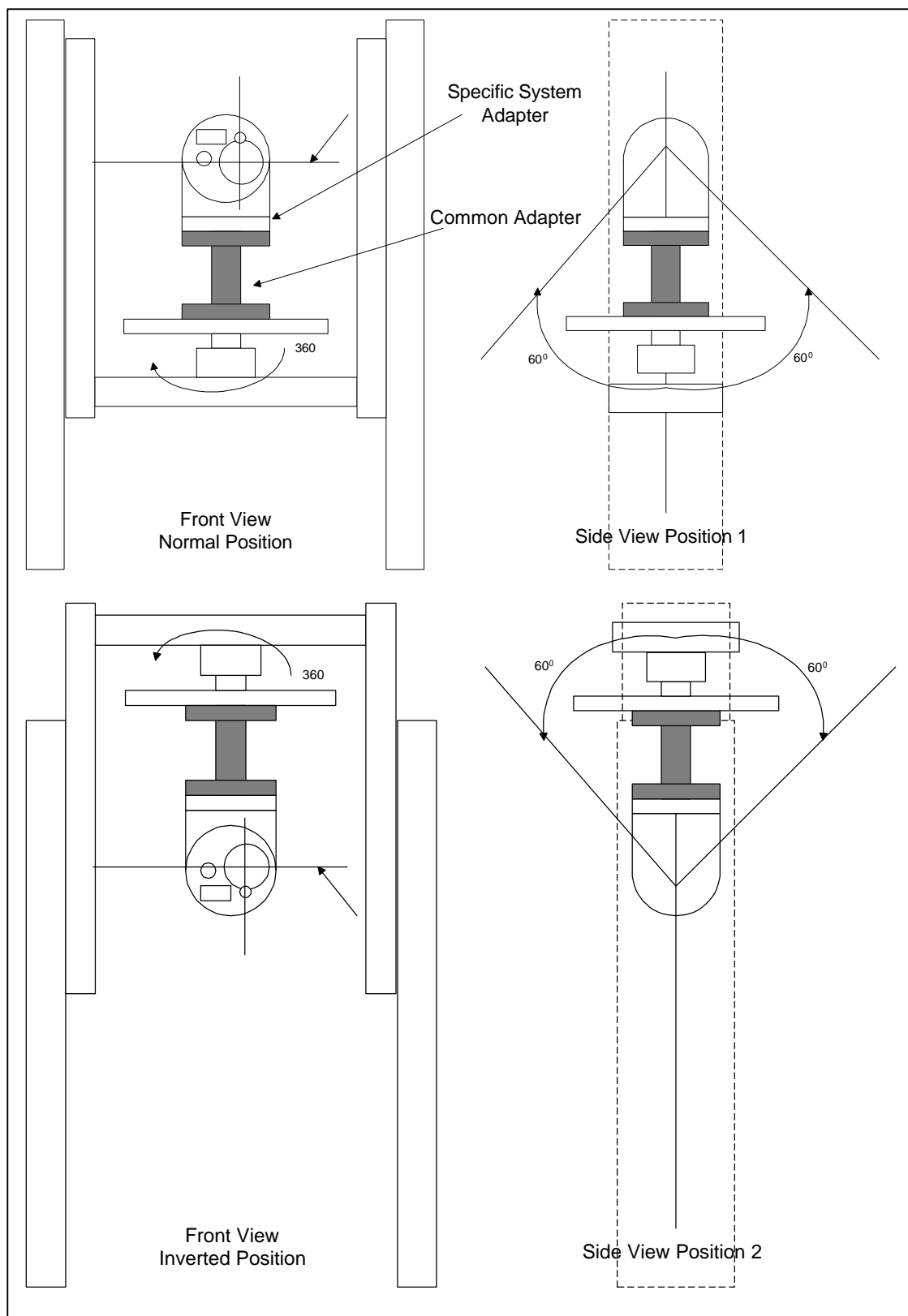
Table 1 - Performance

	Inner (Azimuth) Axis (Payload Mount)	Outer (Elevation) Axis
Acceleration	20 radians/sec ²	8.5 radians/sec ²
Rate	3 radians/sec	1.5 radians/sec
Travel	360 ° continuous rotation	+/- 60 ° in either payload up or payload down configuration (300° total travel)
Field of Regard	45 °	180 °

Figure 1

3.1.2 The system shall be capable of at a minimum maintaining a Line of Sight Stabilization with a maximum error of 50 microradians. The contractor shall provide an engineering analysis and verification of system positioning error.

3.1.3 The system shall be capable of at a minimum subjecting the payloads to the vibration tests requirements delineated in section 5.14.5 of MIL-STD-810F Procedure I (Transportation) and Procedure IV (Assembled Aircraft Stores) and MIL-STD-



167/1 Type I Environmental Vibration. A typical power spectral density requirement is shown in Figure 2. The contractor shall provide an engineering analysis and verification of system vibration capabilities.

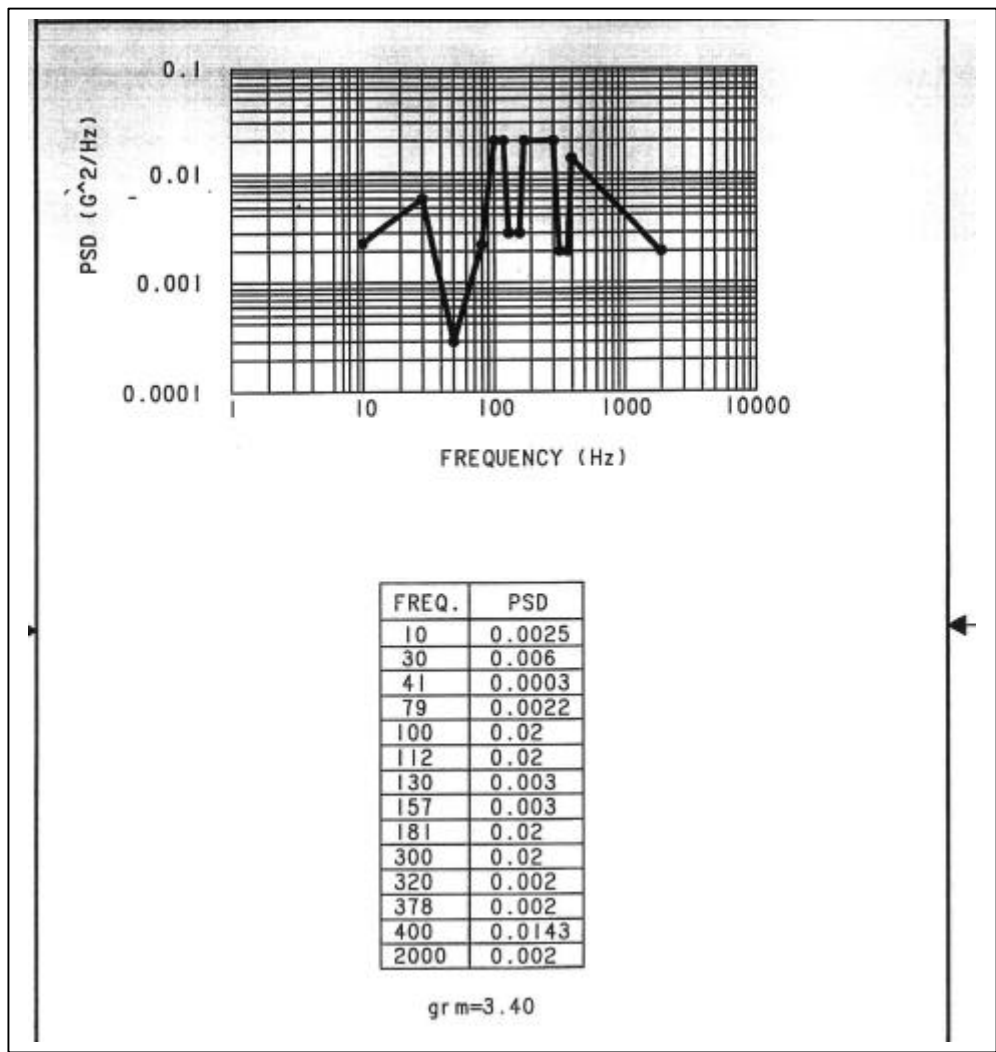


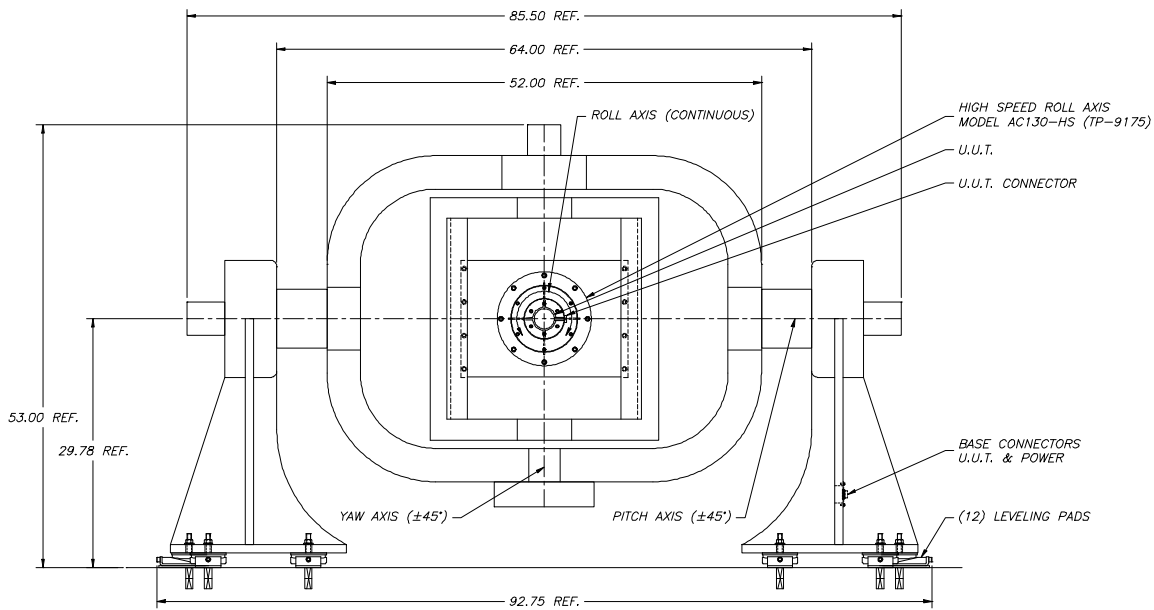
Figure 2

3.1.4 Flight Motion Simulation. The system shall accommodate integration of a Three-Axis Hydraulic Flight Table with the two-axis rate table being sought in this specification. The integration will result in a Five-Axis Flight Motion Simulator for Infrared Missile Seeker testing. The intersection of the axes for the three-axis table shall be located at the entrance pupil of the unit under test. The range of travel for the yaw and pitch axes shall be limited to +/- 45 degrees in the integrated configuration. The two-axis table when not integrated with the three-axis table shall perform to the above specifications described in paragraphs 3.1.1, 3.1.2, and 3.1.3 of this document. Table 2 lists the performance of the three-axis flight table. Figure 3 gives a sketch of the three-axis table with dimensions. The units under tests for the integrated five-axis case will range in size from 12 inches to 36 inches in length with weights ranging from 10lbs. to 60lbs.

Table 2 Three-Axis Table Performance

Axis	Accel (Deg/sec ²)	Rate (Deg/sec)	Travel (Deg)	Phase Lag at 10 Hz (degrees)	Bandwidth (Hz at 90° Phase Lag)
Inner	8,000	500	continuous	<10	30
Middle	6,000	200	±45	<10	20
Outer	6,000	200	±45	<10	20

Table 3 Three-Axis Table Dimensions



3.2 General Payload Requirements

3.2.1 Payload Weight. The rate table shall accommodate a maximum sensor payload weight of 600 lbs.

3.2.2 Payload Diameter. The rate table shall accommodate a maximum sensor diameter of 36 inches.

3.2.3 Outer Axis – Payload Mount Interface. The rate table shall be configured to place the outer (elevation) axis at a distance of 5.5 feet from the payload mounting surface.

3.2.4 Payload Electrical Connections. The rate table shall accommodate the sensor electrical connections from the payload mounting area to the outer stationary platform via slip-rings consisting of a minimum of 200 pins/connections. The pins shall be capable of handling the following continuous power requirements:

* 77 ohm balanced digital lines

3.2.5 Payload Inert Gas Connection. The system shall provide an inert gas supply line from the payload mounting area to the

Qty Pins	Connecting Wire Size	Voltage	Current	Frequency
10	22 AWG	115VAC, 30VDC	6.35 Amp	DC - 400 Hz
90	22 AWG	115VAC, 30VDC	3.50 Amp	DC - 400 Hz
100		*	*	10 Mbps

outer stationary platform via a continuously rotating joint. The system shall provide a 0.0625

inch minimum diameter line with a terminating Swagelok 1/4 inch AN-4 type male fitting capable of handling a maximum pressure of 5000psi.

3.3 Specific Payload Requirements.

3.3.1 Sensor Payload Adapters. The contractor shall provide adapters to accommodate the mounting of each of the sensors delineated in Appendix A. Each of these sensors will require an adapter fixture to position the optical axis centerline of the sensor at the elevation axis centerline. A typical approach might include a single common adapter which would be used in conjunction with specific sensor adapting plates of varying heights to accomplish the required mounting location. This concept is illustrated in Figure 1.

3.4 User Interface/Software Enhancements

3.4.1 The system shall utilize a graphical user interface.

3.4.2 The system shall allow the operator to run individual rate profiles and/or configure multiple runs into a single operation.

3.4.3 The system shall allow a configuration of profiles to be stored for later recall and use.

3.4.4 The software shall monitor the critical features of the test to ensure proper operation and prevent overstressing the sensor under test (i.e. software rate limits).

3.4.5 The software shall display/store/print the planned profiles, actual profiles, and profile error.

3.4.6 The software shall allow automated measurements of all performed tests.

3.4.7 The software shall allow the storing of all test data in user selectable files or directories.

3.4.8 The software shall allow exporting of the test data into industry standard software packages (i.e. Microsoft Office 2000).

3.4.9 The contractor shall provide 3 copies of the software manuals for the system. The manuals shall address all operating systems, applications and programming software for the system.

3.4.10 The contractor shall provide all software for the system including, operating systems, applications, programs, and data and/or configuration files preloaded on the hard drives and on CD-ROM.

3.5 Controller/Computer

3.5.1 The system shall utilize a single computer to control the system.

3.5.2 The interfaces used shall be industry standards (i.e. IEEE-488, RS-232, and Ethernet)

3.5.3 The controller/computer shall allow for an additional high-speed interface (i.e. a reflective memory interface)

3.5.4 The computer system shall utilize a removable hard drive.

3.5.5 A second removable hard drive shall be provided. This drive shall be identical to the primary hard drive including all software and data files.

3.5.6 The computer and all necessary control electronics and amplifiers shall be mounted in one standard 19-inch equipment rack, not to exceed 72 inches in height.

3.5.7 the computer monitor shall be installed in the 19-inch equipment rack.

3.5.8 The system shall include analog outputs for each axis to allow independent data collection of performance.

3.5.9 The system shall continuously monitor the planned vs. actual profile error.

3.5.10 the system shall include a readily accessible safety shutdown switch to deactivate all drive power.

3.6 General Requirements

3.6.1 The system shall operate on standard industrial 240-480 VAC, 60 Hz, and 3-phase power.

3.6.2 The contractor shall provide 3 copies of the Operator's Manuals for the system. These manuals shall fully document the system set-up, operation, maintenance and troubleshooting.

Appendix A

Sensor Information

Sensor:	TISS	AAS-44	Star Safire	Brite Star
Weight (lbs):	175	120	96	118

Drawings

Sensor 1 (TISS).....	A-2
Sensor 2 (AAS-44).....	A-3
Sensor 3 (Star Safire)	A-5
Sensor 4 (Brite Star).....	A-6



Figure B-2. Unit 1 Electro-Optical Sight (EOS) (Sheet 2 of 3)

0	25711	7877741
001	001	001

